

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRAVEL PLANNERS, INC.,

Plaintiff,

vs.

NATIONAL TRAVEL PLANNERS, INC.,

Defendant,

and

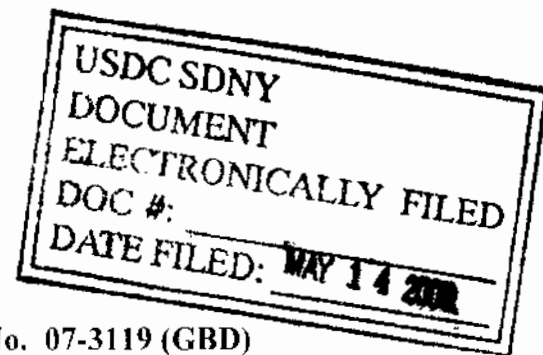
CGI OF NEVADA, INC. (d/b/a
NATIONAL TRAVEL PLANNERS),

Counterclaim-Plaintiff,

vs.

TRAVEL PLANNERS, INC.

Plaintiff/Counterclaim-Defendant.



Civil Action No. 07-3119 (GBD)

**STIPULATION OF
SETTLEMENT AND ORDER**

WHEREAS. Plaintiff Travel Planners, Inc. ("TPI"), is a corporation organized and existing pursuant to the laws of the State of New York;

WHEREAS. Defendant National Travel Planners, Inc. and Counterclaim Plaintiff CGI of Nevada, Inc. (collectively "NTP") are corporations organized and existing pursuant to the laws of the State of Nevada;

WHEREAS. TPI is engaged. amongst other things. in the business of coordinating convention housing throughout the United States;

WHEREAS, NTP is engaged in the business of providing travel arrangements for, *inter alia*, conventions and events;

WHEREAS, TPI commenced an action in the United States District Court for the Southern District of New York, Case No. 07 Civ. 3119 (GBD)(GWG) (the "Action") alleging, *inter alia*, claims for direct and contributory infringement of unregistered trademarks, trademark dilution, unfair competition, and related states causes of action, all arising out of NTP's use of the designation "National Travel Planners"; and

WHEREAS, NTP denies that it has infringed any of TPI's rights and nothing herein shall be deemed to constitute an admission of liability or fault by NTP; and

WHEREAS, the Parties desire to resolve all their differences between them as set forth in these recitals;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. NTP will not communicate in writing, verbally, through the internet, or otherwise that: (a) it is the official housing coordinator for any trade show or annual meeting for which it has not received such an appointment; (b) it is associated with any trade show or annual meeting for which it has not received an appointment; (c) it is associated in any manner with TPI; (d) it is authorized to act on behalf of any trade show or annual meeting unless it has received such an appointment.

2. NTP will not: (a) knowingly change or attempt to change any reservation made by TPI for attendees and/or exhibitors of any trade show or annual meeting; (b) solicit any attendees and/or exhibitors of trade show or annual meeting where TPI has been designated the official

housing coordinator by representing that: (i) it is the official housing coordinator for the trade show or annual meeting, or (ii) it is authorized to act on behalf of the trade show or annual meeting; or (iii) it is associated with TPI; and (c) do business under the name "Travel Planners" or any shortened version of "Travel Planners" (except in combination with the designation "National Travel Planners").

3. NTP shall advise in writing all employees and independent contractors engaged, on its behalf, in the soliciting of travel arrangements of the prohibitions contained in Paragraphs 1 and 2.

4. So long as NTP is not in violation of the terms of this Agreement, TPI shall refrain from mentioning NTP on its own website and/or in materials provided by TPI to organizers of events including but not limited to conventions, events and trade shows and shall not state or imply that there may be adverse consequences if any event participant uses the services of NTP.

5. Each Party hereby releases and discharges the other Party and its employees, directors, attorneys, agents, affiliates, successors, and assigns from all claims arising out of the allegations asserted in the Complaint filed by TPI and the Answer and Counterclaims filed by NTP in the Action through the date thereof.

6. The Parties each represent and warrant that it has the authority to enter into this Agreement.

7. This Agreement constitutes the entire agreement between and among the Parties hereto and may not be modified except by a writing subscribed by all Parties hereto.

8. The laws of the State of New York (without reference to the principles of conflicts of law thereof) will govern the interpretation and enforcement of this Agreement. The

United States District Court for the Southern District of New York shall retain jurisdiction for enforcement of this Agreement. NTP has denied that the Court has personal jurisdiction over it and nothing herein shall constitute an admission of personal jurisdiction by NTP. Notwithstanding, the foregoing NTP consents to the jurisdiction of this Court for the purposes of enforcing this Agreement.

9. This Agreement may be signed using one or more counterparts. The several executed copies together will be considered an original and will be binding on the Parties.

10. Any individual signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to do so.

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Attorneys for Plaintiff

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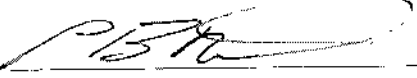
SO ORDERED

George B. Daniels
U.S.D.C.
HON. GEORGE B. DANIELS

Dated: MAY 14 2008

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement on
the dates indicated below


TRAVEL PLANNERS, INC'

By: 

Its Vice President

Date 5/2/08

CGI OF NEVADA, INC

By: 

Its CEO / OWNER

Date 3/27/08